

CONSERVATION AGREEMENT *RANA SUBAQUAVOCALIS*, RAMSEY CANYON LEOPARD FROG

I. PURPOSE AND NEED

The Ramsey Canyon leopard frog, *Rana subaquavocalis*, is a recently described (1993) member of the leopard frog complex known only from Ramsey, Brown, and Tinker canyons within a six kilometer radius on the east slope of the Huachuca Mountains in Cochise County, Arizona. All populations are small and most individuals are found in man-made impoundments. The population at the type locality in Ramsey Canyon is declining. Threats to the species include loss of genetic variation and demographic stochasticity and subsequent increased probability of extirpation in small populations; environmental stochasticity in the form of floods, drought, disease; possible introduction of non-native predators; vandalism; and possible effects of airborne pollutants from a copper smelter in Cananea, Sonora. The Ramsey Canyon leopard frog is a candidate for Federal listing and collection of this species is prohibited by State law. Further information on the status, distribution, taxonomy, and threats facing this species can be found in the Conservation Assessment/Conservation Strategy (Appendix 1).

The occupied sites are owned and managed by Sarah Barchas (Brown Canyon), Fort Huachuca (Tinker Canyon), and The Nature Conservancy (Ramsey Canyon). The Coronado National Forest is negotiating with Sarah Barchas to obtain the Barchas Ranch sites through a land exchange. Potential recovery habitat occurs on land owned and managed by all the above parties and the Bureau of Land Management (San Pedro River National Conservation Area).

This Conservation Agreement has been initiated to conserve the Ramsey Canyon leopard frog by reducing threats to the species, stabilizing the species' populations, and maintaining its ecosystem. This document's primary purpose is to conserve the Ramsey Canyon leopard frog through interim conservation measures under the Endangered Species Act of 1973, as amended.

II. INVOLVED PARTIES

Fish and Wildlife Service
Arizona Ecological Services State Office
2321 West Royal Palm Road, Suite 103
Phoenix, AZ 85021-4951

Arizona Game and Fish Department
Nongame Branch
2221 West Greenway Road
Phoenix, AZ 85023-4399

16 July 1996

The Nature Conservancy
Arizona Field Office
300 E. University Blvd, Suite 230
Tucson, AZ 85705

Bureau of Land Management
San Pedro River Riparian National
Conservation Area Projects Office
1763 Paseo San Luis
Sierra Vista, AZ 85635

Coronado National Forest
Sierra Vista Ranger District
5990 South Highway 92
Hereford, AZ 85615

U.S. Army Intelligence Center and Fort Huachuca
ATZS-CDR
Fort Huachuca, AZ
85613-6000

III. AUTHORITIES

The authorities for the involved parties to enter into this voluntary Conservation Agreement derives from the following legislation:

FISH AND WILDLIFE SERVICE:

Endangered Species Act of 1973, as amended
Fish and Wildlife Act of 1956, as amended
Fish and Wildlife Coordination Act, as amended

FOREST SERVICE:

Endangered Species Act of 1973, as amended
National Forest Management Act of 1976
Sikes Act of 1960

ARIZONA GAME AND FISH DEPARTMENT

Arizona Revised Statute 17-231.B-7
Endangered Species Act of 1973, as amended

FORT HUACHUCA ARMY POST

Endangered Species Act of 1973, as amended

BUREAU OF LAND MANAGEMENT

Endangered Species Act of 1973, as amended
Federal Land Policy Management Act

In addition to the above-listed legislative authorities, the following interagency agreements provide a framework for cooperation and participation among involved parties in the conservation of species tending towards listing: a Memorandum of Understanding signed by the Fish and Wildlife Service, the Bureau of Land Management, the Forest Service, the National Park Service, the National Marine Fisheries Service, and the International Association of Fish and Wildlife Agencies, issued on January 25, 1994 and amended on March 20, 1994; a Memorandum of Understanding signed by 14 Federal agencies, including among others, the Fish and Wildlife Service, the Bureau of Land Management, the Forest Service, and Department of Defense on September 28, 1994; a Memorandum of Understanding signed by Fort Huachuca, Arizona Game and Fish Department, and the Fish and Wildlife Service on August 3, 1979; and a Cooperative Agreement signed by the Arizona Chapter of the Nature of Conservancy and the Fish and Wildlife Service on August 10, 1993. These agreements are included as Appendix 2. A letter from the Director of Arizona Game and Fish Department to the Fish and Wildlife Service accepting an offer to participate in the development of this agreement is included as Appendix 3.

IV. IMPLEMENTATION OF CONSERVATION ACTIONS

All conservation actions necessary to ensure the long-term persistence of the Ramsey Canyon leopard frog are identified in the attached implementation schedule. Subject to availability of funds and compliance with all applicable regulations, the involved parties agree to implement actions according to scheduled completion dates and by responsible parties, as shown in the implementation schedule. When sufficient funds are budgeted to complete the tasks listed in the implementation schedule, and the fiscal year 1997 reintroductions are complete and considered apparently successful by the involved parties, the Fish and Wildlife Service shall remove the Ramsey Canyon leopard frog from candidate status and shall, furthermore, no longer consider this species a candidate for Federal listing. When and if it becomes known that there are threats to the survival of the species that are not or cannot be resolved through this or any Conservation

Agreement, the species will be retained in or reassigned to candidate status, a listing priority will be assigned, and a listing package will be prepared.

V. RAMSEY CANYON LEOPARD FROG CONSERVATION TEAM

1. The involved parties shall designate a representative to serve on the Ramsey Canyon Leopard Frog Conservation Team (RCLFCT). The RCLFCT shall monitor the implementation of the conservation strategy and provide a forum for exchange of information on the species. The RCLFCT shall also be responsible for specific tasks as set forth in the implementation schedule. Through mutual agreement among designated representatives of all involved parties, the RCLFCT may make changes in the tasks and scheduling of task implementation, as described in the implementation schedule. The RCLFCT shall in no way make recommendations to or serve as an advisory group to a Federal Agency.
2. Designated representatives shall attend at least three meetings of the RCLFCT annually for the life of this Agreement to review progress and coordinate work priorities and schedules.

VI. ADMINISTRATIVE CLAUSES

1. Nothing herein shall be construed as obligating the parties to expend or as involving the parties in any contract or other obligation for the payment of money in excess of appropriations authorized by law and administratively allocated to work described herein.
2. This agreement is not a fund obligating document, and each party shall carry out its separate activities in a coordinated and mutually beneficial manner. Any activity that may create an exchange of funds will be conducted outside the scope of this agreement as authorized by law or regulations of each party.
3. All parties are hereby put on notice that this Agreement is subject to cancellation by the Governor pursuant to A.R.S. 38-511 if any person is significantly involved in initiating, negotiating, securing, drafting, or creating a contract on behalf of the State or any of its departments or agencies at any time while the contract or any extension of the contract is in effect, or is an employee of any other party to the contract in any capacity or a consultant to any other part of the contract with respect to the subject matter of the contract.
4. Pursuant to A.R.S. 35-124 and 35-215, and section 41-1179.04, as amended; all books, accounts, reports, files, and other records relating to this Agreement shall be subject at all reasonable times to inspection and audit by the State and the Federal

16 July 1996

government for five years after completion of the Agreement. Such records shall be reproduced as designated by the State of Arizona and the Federal government.

5. The parties agree to comply with the Arizona Governor's Executive Order No 75-5 entitled "Prohibition of Discrimination in State Contracts - Non-discrimination in Employment by Government Contractors and Subcontractors". Said non-discrimination order, by reference, is made part of this agreement.

VII. DURATION OF AGREEMENT

The term of this Agreement shall begin on the date the Agreement is signed by all parties. The duration of the Agreement shall be for five years or until all conservation actions identified in the implementation schedule are completed. The involved parties shall review the Conservation Agreement and its effectiveness annually to determine whether it should be revised. Within a year of completing the tasks identified in the implementation schedule, the Conservation Agreement shall be reviewed by the involved parties and either modified, renewed, or terminated. This Agreement may, at any time, be amended or terminated by mutual concurrence of all involved parties. Any party may withdraw from this Agreement by providing 60 days notice to the other parties in writing.

16 July 1996

VI. SIGNATURES

**For the U.S DEPARTMENT OF INTERIOR, FISH AND WILDLIFE SERVICE,
SOUTHWESTERN REGION**

Nancy Kaufman, Regional Director

Date

16 July 1996

For the **ARIZONA GAME AND FISH DEPARTMENT, PHOENIX, ARIZONA**

Duane Shroufe, Director

Date

16 July 1996

For **THE NATURE CONSERVANCY, ARIZONA CHAPTER**

Leslie N. Corey, Jr., State Director

Date

16 July 1996

For the **U.S. DEPARTMENT OF INTERIOR, BUREAU OF LAND MANAGEMENT,**
ARIZONA STATE OFFICE

Denise Meredith, State Director

Date

16 July 1996

For the **U.S. DEPARTMENT OF AGRICULTURE, FOREST SERVICE, SOUTHWESTERN
REGION**

Charles W. Cartwright, Jr., Regional Forester

Date

16 July 1996

For **U.S. ARMY INTELLIGENCE CENTER AND FORT HUACHUCA**

Charles W. Thomas
Major General, USA
Commanding

Date

16 July 1996

For THE BARCHAS RANCH

Sarah Barchas, Owner

Date

16 July 1996

APPENDIX 1: *Rana subaquavocalis*: Conservation Assessment/Conservation Strategy

APPENDIX 2: Interagency agreements that provide a framework for cooperation among signatory parties in the conservation of species tending towards listing.

Memorandum of Understanding among the Fish and Wildlife Service, the Bureau of Land Management, the Forest Service, the National Park Service, the National Marine Fisheries Service, and the International Association of Fish and Wildlife Agencies, issued on January 25, 1994, and amended on March 20, 1994

Memorandum of Understanding among the Forest Service, Department of Defense, Army Corps of Engineers, National Marine Fisheries Service, Bureau of Land Management, Bureau of Mines, Bureau of Reclamation, Fish and Wildlife Service, Minerals Management Service, National Park Service, Coast Guard, Federal Aviation Administration, Federal Highway Administration, and Environmental Protection Agency, signed September 28, 1994

Cooperative Plan Agreement for the Conservation and Development of Fish and Wildlife Resources on the Fort Huachuca Military Reservation, Fort Huachuca, Arizona. Signatory parties include Fort Huachuca; Fish and Wildlife Service, Region 2; and Arizona Game and Fish Department; signed August 3, 1979

Cooperative Agreement between the Fish and Wildlife Service, Arizona Ecological Services Office, Phoenix, Arizona, and The Nature Conservancy, Arizona Chapter, Tucson, Arizona, signed August 10, 1993

16 July 1996

APPENDIX 3: Letter from the Director of Arizona Game and Fish Department to the Fish and Wildlife Service accepting an offer to participate in the development of this agreement.